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and Holtzbrinck Ventures GmbH  
9

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN JOSE DIVISION  
13

14 FACEBOOK, INC.,

15 Plaintiff,

16 v.

17 STUDIVZ LTD., HOLTZBRINCK  
18 NETWORKS GmbH,  
HOLTZBRINCK VENTURES  
19 GmbH, and DOES 1-25,

20 Defendants.  
21

Case No. 5:08-CV-03468 JF

Assigned To: Honorable Jeremy Fogel

**STUDIVZ LTD.'S SUPPLEMENTAL  
RESPONSES TO FACEBOOK,  
INC.'S FIRST SET OF SPECIAL  
INTERROGATORIES**

Complaint Filed: July 18, 2008

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23 PROPOUNDING PARTY: FACEBOOK, INC.

24 RESPONDING PARTY: STUDIVZ LTD.

25 SET NUMBER: ONE  
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I. GENERAL OBJECTIONS

A. StudiVZ objects to the Special Interrogatories ("Interrogatories") on the grounds that Facebook seeks the right to use evidence obtained in this action in the action pending between Facebook and StudiVZ in Germany (the "German Action"). It is improper under established law to use this lawsuit or this Court as vehicles to obtain discovery for use in a foreign case when that evidence is located outside the United States, as it is here. It is also inconsistent with the District Court's form protective order.

B. StudiVZ objects to the Interrogatories on the grounds that they seek discovery that is not reasonably related to pertinent disputed personal jurisdictional or *forum non conveniens* issues, which is improper given that there are currently pending motions to dismiss all defendants for lack of personal jurisdiction and *forum non conveniens*.

C. StudiVZ objects to the Interrogatories to the extent that they would require violation of the privacy rights of its employees and customers as embodied in German and European Union law, including but not limited to the German Constitution, the German Federal Data Protection Act (BDSG), the German Telecommunications Act (TKG), the German Tele Services Data Protection Act (TDDSG), the European Community Data Protection Directive 95/46/EC, Data Protection Directive for Electronic Communication 2002/58/EC and the E-Commerce Directive 2000/31/EC.

D. StudiVZ objects to the Interrogatories on the grounds that the definition of "STUDIVZ," "YOU," and "YOUR" includes StudiVZ's "directors, officers, parents, subsidiaries, predecessors, successors, assigns, agents, servants, employees, investigators, attorneys, AND ALL other persons and entities

1 representing it acting on its behalf, OR purporting to act on its behalf, including  
2 without limitation, Ehassan Dariani and Dennis Bemman.” This is improperly  
3 overbroad generally and is particularly so given that the discovery purports to relate  
4 to personal jurisdiction, since in establishing jurisdiction discovery must be directed  
5 only at the party over whom jurisdiction is being asserted.  
6

7 E. StudiVZ objects to the Interrogatories to the extent they seek  
8 information that is protected from disclosure by the attorney-client privilege, the  
9 attorney work product doctrine, the right of privacy and/or any other applicable  
10 privileges, doctrines, or immunity from disclosure.  
11

12 F. StudiVZ further objects to the Interrogatories to the extent they  
13 attempt or purport to impose obligations on StudiVZ beyond those set forth in the  
14 Federal Rules of Civil Procedure and the Hague Convention of 18 March 1970 on  
15 the Taking of Evidence Abroad in Civil or Commercial Matters (“Hague Evidence  
16 Convention”) as interpreted and enforced under German law. All definitions and  
17 instructions will be treated as having no force or effect to the extent they purport to  
18 impose obligations on StudiVZ beyond those set forth in the Federal Rules of Civil  
19 Procedure or the Hague Evidence Convention as interpreted and enforced under  
20 German law.  
21

22 **SPECIAL INTERROGATORY NO. 1:**

23 Describe in detail AND IDENTIFY ALL contacts AND  
24 COMMUNICATIONS YOU have had with PERSONS (including without  
25 limitation, USERS OF STUDIVZ AND USERS OF FACEBOOK) currently OR  
26 formerly residing OR domiciled in California. In doing so, IDENTIFY the  
27 PERSONS contacted, the location AND time where any such contact OR event  
28 occurred, AND the subject matter of the contact OR COMMUNICATION.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

2 StudiVZ hereby incorporates by reference the general objections set forth  
3 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
8 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
9 to this interrogatory on the grounds that it is unlimited as to time, and is so  
10 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
11 this interrogatory on the grounds that it is compound. StudiVZ further objects to  
12 this interrogatory on the grounds that it seeks information that is not relevant nor  
13 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ  
14 further objects to this interrogatory on the grounds that it is not limited to contacts  
15 or communications that occurred within the authorized course and scope of  
16 StudiVZ's business.

17 Notwithstanding the foregoing objections, and pursuant to agreements  
18 reached during the parties' "meet and confer," StudiVZ responds as follows:

19 StudiVZ was party to only one negotiated contract with a known California  
20 resident or that contained an express California choice of law clause as of July 18,  
21 2008. The other party was a company called VMWare Fusion. The contract was a  
22 license to use VMWare Fusion's proprietary software to help Windows run on Mac  
23 computers. To StudiVZ's knowledge, after engaging in due diligence to determine  
24 the answer, the only other contracts that StudiVZ had with any possible residents of  
25 California that were in effect as of July 18, 2008 were adhesion contracts, such as  
26 form license agreements that one must accept when purchasing software or when  
27 software is included with purchased hardware.

28 Also, as of July 18, 2008, StudiVZ did not have any accounts receivable that

1 were owed to StudiVZ by a known California resident.

2 Also, as of July 18, 2008, StudiVZ did not have any accounts payable that  
3 were owed by StudiVZ to a known California resident.  
4

5 **SPECIAL INTERROGATORY NO. 2:**

6 Describe in detail AND IDENTIFY ALL contacts AND  
7 COMMUNICATIONS YOU have had with businesses (including without  
8 limitation, Internet search engines providers such as Google Inc. AND Yahoo!Inc.,  
9 server providers, advertising agencies, advertisers, Internet service providers,  
10 computer equipment providers, YOUR licensors AND licensees) currently OR  
11 formerly located, licensed, based, OR incorporated in California. In doing so,  
12 IDENTIFY the PERSONS contacted, the location AND time where any such  
13 contact OR event occurred, AND the subject matter of the contact OR  
14 COMMUNICATION.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

16 StudiVZ hereby incorporates by reference the general objections set forth  
17 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
18 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
19 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
20 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
21 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
22 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
23 to this interrogatory on the grounds that it is unlimited as to time, and is so  
24 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
25 this interrogatory on the grounds that it is compound. StudiVZ further objects to  
26 this interrogatory on the grounds that it seeks information that is not relevant nor  
27 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ  
28 further objects to this interrogatory on the grounds that it is not limited to contacts

1 or communications that occurred within the authorized course and scope of  
2 StudiVZ's business.

3 Notwithstanding the foregoing objections, and pursuant to agreements  
4 reached during the parties' "meet and confer," StudiVZ responds as follows:

5 StudiVZ was party to only one negotiated contract with a known California  
6 resident or that contained an express California choice of law clause as of July 18,  
7 2008. The other party was a company called VMWare Fusion. The contract was a  
8 license to use VMWare Fusion's proprietary software to help Windows run on Mac  
9 computers. To StudiVZ's knowledge, after engaging in due diligence to determine  
10 the answer, the only other contracts that StudiVZ had with any possible residents of  
11 California that were in effect as of July 18, 2008 were adhesion contracts, such as  
12 form license agreements that one must accept when purchasing software or when  
13 software is included with purchased hardware.

14 Also, as of July 18, 2008, StudiVZ did not have any accounts receivable that  
15 were owed to StudiVZ by a known California resident.

16 Also, as of July 18, 2008, StudiVZ did not have any accounts payable that  
17 were owed by StudiVZ to a known California resident.

18  
19 **SPECIAL INTERROGATORY NO. 3:**

20 Describe in detail AND IDENTIFY ALL contacts AND  
21 COMMUNICATIONS YOU have had with universities AND colleges located in  
22 California, including without limitation, letters, emails, advertising materials,  
23 business solicitations, business contacts, telephonic conversations, facsimile  
24 transmissions. In doing so, IDENTIFY the PERSONS contacted, the location AND  
25 time where any such contact OR event occurred, AND the subject matter of the  
26 contact OR COMMUNICATION.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

28 StudiVZ hereby incorporates by reference the general objections set forth

1 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
2 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
3 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
4 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
5 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
6 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
7 to this interrogatory on the grounds that it is unlimited as to time, and is so  
8 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
9 this interrogatory on the grounds that it is compound. StudiVZ further objects to  
10 this interrogatory on the grounds that it seeks information that is not relevant nor  
11 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ  
12 further objects to this interrogatory on the grounds that it is not limited to contacts  
13 or communications that occurred within the authorized course and scope of  
14 StudiVZ's business.

15 Notwithstanding the foregoing objections, and pursuant to agreements  
16 reached during the parties' "meet and confer," StudiVZ responds as follows:

17 To the best of StudiVZ's current knowledge, StudiVZ has never directed any  
18 advertising or marketing materials specifically to students, colleges or universities  
19 located in California.

20  
21 **SPECIAL INTERROGATORY NO. 4:**

22 Describe in detail AND IDENTIFY ALL of YOUR trips to California. In  
23 doing so, IDENTIFY the PERSONS contacted, the location AND time where any  
24 such contact OR event occurred, AND the subject matter of the contact OR  
25 COMMUNICATION.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

27 StudiVZ hereby incorporates by reference the general objections set forth  
28 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff

1 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
2 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
3 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
4 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
5 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
6 to this interrogatory on the grounds that it is unlimited as to time, and is so  
7 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
8 this interrogatory on the grounds that it is compound. StudiVZ further objects to  
9 this interrogatory on the grounds that it seeks information that is not relevant nor  
10 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ  
11 further objects to this interrogatory on the grounds that it is not limited to trips,  
12 contacts or communications that occurred within the authorized course and scope of  
13 StudiVZ's business.

14 Notwithstanding the foregoing objections, and pursuant to agreements  
15 reached during the parties' "meet and confer," StudiVZ responds as follows:

16 The only travel of which StudiVZ is aware that was taken by an officer,  
17 director or employee of StudiVZ to California that was related to that officer's,  
18 director's or employee's work for StudiVZ is as follows: in 2006 Ehssan Dariani,  
19 Dennis Bemmann and Michael Brehm went together to California to negotiate with  
20 Facebook and another U.S. company about a proposed purchase of studiVZ. At the  
21 end of 2006, Michael Brehm visited Facebook in California one more time, this  
22 time by himself, in connection with those same negotiations with Facebook  
23 concerning Facebook's proposed purchase of StudiVZ. In 2008, Dennis Bemmann  
24 visited California for due diligence purposes during another attempt by Facebook to  
25 buy StudiVZ.

26  
27 **SPECIAL INTERROGATORY NO. 5:**

28 IDENTIFY, on a monthly basis, how many USERS OF STUDIVZ have been



1 registered at the www.studivz.net website, the www.meinvz.net website, the  
2 www.studiqq.fr website, the www.studiln.it website, the www.estudiln.net website,  
3 the www.studentix.pl website AND the www.schuelervz.net website since October  
4 2005, AND how many of those USERS OF STUDIVZ are residents of, OR  
5 PERSONS domiciled in, California.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

7 StudiVZ hereby incorporates by reference the general objections set forth  
8 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
9 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
10 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
11 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
12 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
13 grounds that it is overbroad as to time.

14 Notwithstanding the foregoing objections, and pursuant to agreements  
15 reached during the parties' "meet and confer," StudiVZ responds as follows:

16 StudiVZ cannot go back into time to search its user records to determine on  
17 any given date the number of users it has who are residents of California or who  
18 have identified some affiliation with a California college or university. It can only  
19 conduct such a search on a then-current basis. StudiVZ conducted two such  
20 searches in October 2008 in connection with its then-anticipated motion to dismiss,  
21 which has since been filed. The first was conducted on or about October 14, 2008.  
22 At that time, there were a total of 11,628,863 users of all StudiVZ Websites. Only  
23 10,272 of those users had identified themselves as being affiliated with California  
24 or a California-located university. Specifically, out of the 5,509,971 registered  
25 users of the StudiVZ- branded sites, only 8,547 identified themselves as affiliated  
26 with universities located in California. Out of the 4,396,184 registered users of the  
27 SchuelerVZ-branded sites, only 122 identified themselves as being located in  
28 California. Out of the 1,722,708 registered users of the MeinVZ-branded sites,

1 only 1,603 identified themselves as being located in California.

2 The second search was done on or about October 22, 2008. At that time,  
3 there were a total of 11,768,965 users of all StudiVZ Websites. Only 11,013 of  
4 those users had identified themselves as being affiliated with California or a  
5 California-located university. Specifically, out of the 5,534,300 registered users of  
6 the StudiVZ-branded sites, only 9,144 had identified themselves as affiliated with  
7 universities located in California. Out of the 4,443,708 registered users of the  
8 SchuelerVZ-branded sites, only 122 identified themselves as being located in  
9 California. Out of the 1,790,957 registered users of the MeinVZ-branded sites, only  
10 1,747 identified themselves as being located in California.

11  
12 **SPECIAL INTERROGATORY NO. 6:**

13 IDENTIFY the number AND amount of accounts receivable owed YOU by  
14 PERSONS that, OR who are, California residents OR PERSONS domiciled in  
15 California. In doing so, IDENTIFY the goods AND services for which the  
16 individual accounts receivable are owed.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

18 StudiVZ hereby incorporates by reference the general objections set forth  
19 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
20 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
21 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
22 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
23 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
24 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
25 to this interrogatory on the grounds that it is compound.

26 Notwithstanding the foregoing objections, and pursuant to agreements  
27 reached during the parties' "meet and confer," StudiVZ responds as follows:

28 As of July 18, 2008, StudiVZ did not have any accounts receivable that were

1 owed to StudiVZ by a known California resident.  
2

3 **SPECIAL INTERROGATORY NO. 7:**

4 IDENTIFY ALL instances in which YOU have been in California, including  
5 without limitation, business trips OR recreational trips; living, residing OR  
6 domiciling in California; AND flying OR driving to OR through California. In  
7 doing so, IDENTIFY the dates of ALL occurrences AND the length of the stay in  
8 California.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

10 StudiVZ hereby incorporates by reference the general objections set forth  
11 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
12 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
13 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
14 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
15 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
16 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
17 to this interrogatory on the grounds that it is unlimited as to time, and is so  
18 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
19 this interrogatory on the grounds that it is compound. StudiVZ further objects to  
20 this interrogatory on the grounds that it seeks information that is not relevant nor  
21 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ  
22 further objects to this interrogatory on the grounds that it is not limited to instances  
23 that occurred within the authorized course and scope of StudiVZ's business.

24 Notwithstanding the foregoing objections, and pursuant to agreements  
25 reached during the parties' "meet and confer," StudiVZ responds as follows:

26 The only travel of which StudiVZ is aware that was taken by an officer,  
27 director or employee of StudiVZ to California that was related to that officer's,  
28 director's or employee's work for StudiVZ is as follows: in 2006 Ehssan Dariani,

1 Dennis Bemmann and Michael Brehm went together to California to negotiate with  
2 Facebook and another U.S. company about a proposed purchase of studiVZ. At the  
3 end of 2006, Michael Brehm visited Facebook in California one more time, this  
4 time by himself, in connection with those same negotiations with Facebook  
5 concerning Facebook's proposed purchase of StudiVZ. In 2008, Dennis Bemmann  
6 visited California for due diligence purposes during another attempt by Facebook to  
7 buy StudiVZ.

8  
9 **SPECIAL INTERROGATORY NO. 8:**

10 IDENTIFY ALL of YOUR current AND former personal OR real property  
11 currently OR previously located in California.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

13 StudiVZ hereby incorporates by reference the general objections set forth  
14 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
15 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
16 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
17 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
18 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
19 grounds that the definition of "YOUR" is grossly overbroad. StudiVZ further  
20 objects to this interrogatory on the grounds that it seeks information that is not  
21 relevant nor reasonably calculated to lead to the discovery of admissible evidence.

22 Notwithstanding the foregoing objections, and pursuant to agreements  
23 reached during the parties' "meet and confer," StudiVZ responds as follows:

24 As of July 18, 2008, StudiVZ owned no real or personal property located in  
25 California.

26  
27 **SPECIAL INTERROGATORY NO. 9:**

28 IDENTIFY ALL contracts AND agreements involving YOU in which

1 California law governs AND/OR in which the parties to the contract OR agreement  
2 agreed as to the jurisdiction of California state courts AND/OR United States  
3 federal courts located in California.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

5 StudiVZ hereby incorporates by reference the general objections set forth  
6 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
10 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
11 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
12 to this interrogatory on the grounds that it is unlimited as to time, and is so  
13 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
14 this interrogatory on the grounds that it seeks information that is not relevant nor  
15 reasonably calculated to lead to the discovery of admissible evidence.

16 Notwithstanding the foregoing objections, and pursuant to agreements  
17 reached during the parties' "meet and confer," StudiVZ responds as follows:

18 StudiVZ was party to only one negotiated contract with a known California  
19 resident or that contained an express California choice of law clause as of July 18,  
20 2008. The other party was a company called VMWare Fusion. The contract was a  
21 license to use VMWare Fusion's proprietary software to help Windows run on Mac  
22 computers. To StudiVZ's knowledge, after engaging in due diligence to determine  
23 the answer, the only other contracts that StudiVZ had with any possible residents of  
24 California that were in effect as of July 18, 2008 were adhesion contracts, such as  
25 form license agreements that one must accept when purchasing software or when  
26 software is included with purchased hardware.

1 **SPECIAL INTERROGATORY NO. 10:**

2 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR  
3 behalf, including without limitation, Ehssan Dariani and Dennis Bemman, accessed  
4 the website, www.facebook.com OR www.thefacebook.com, AND the purposes of  
5 each access, including without limitation, ANY COMMUNICATIONS that  
6 RELATE TO ANY of the occurrences AND IDENTIFY the USER OF  
7 FACEBOOK OR registrant accounts OR email addresses used to access the  
8 facebook.com website.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

10 StudiVZ hereby incorporates by reference the general objections set forth  
11 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
12 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
13 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
14 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
15 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
16 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
17 to this interrogatory on the grounds that it is unlimited as to time, and is so  
18 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
19 this interrogatory on the grounds that it seeks information that is not relevant nor  
20 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ  
21 further objects to this interrogatory on the grounds that it is not limited to access  
22 that occurred within the authorized course and scope of StudiVZ's business.

23  
24 **SPECIAL INTERROGATORY NO. 11:**

25 IDENTIFY ALL of YOUR licenses OR registrations regarding the ability to  
26 do business in California.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

28 StudiVZ hereby incorporates by reference the general objections set forth

1 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
2 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
3 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
4 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
5 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
6 grounds that the definition of "YOUR" is grossly overbroad.

7 Notwithstanding the foregoing objections, and pursuant to agreements  
8 reached during the parties' "meet and confer," StudiVZ responds as follows:

9 StudiVZ had no licenses or registrations to do business in California as of  
10 July 18, 2008.

11  
12 **SPECIAL INTERROGATORY NO. 12:**

13 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its  
14 servers, facilities, officers, OR personnel were located in California.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

16 StudiVZ hereby incorporates by reference the general objections set forth  
17 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
18 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
19 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
20 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
21 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
22 grounds that the definition of "YOU" is grossly overbroad.

23 Notwithstanding the foregoing objections, and pursuant to agreements  
24 reached during the parties' "meet and confer," StudiVZ responds as follows:

25 On information and belief, Ehssan Dariani, StudiVZ's then CEO, and Dennis  
26 Bemmann knew that Facebook was a California company sometime in 2005.

1 **SPECIAL INTERROGATORY NO. 13:**

2 IDENTIFY the services provided through the www.studivz.net website, the  
3 www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,  
4 the www.estudiln.net website, the www.studentix.pl website AND the  
5 www.schuelervz.net website to USERS OF STUDIVZ, including without  
6 limitation, how the services are provided.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

8 StudiVZ hereby incorporates by reference the general objections set forth  
9 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
10 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
11 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
12 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
13 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
14 grounds that it is so overbroad as to be unduly burdensome and harassing. StudiVZ  
15 further objects to this interrogatory on the grounds that it seeks information that is  
16 not relevant nor reasonably calculated to lead to the discovery of admissible  
17 evidence.

18 Notwithstanding the foregoing objections, and pursuant to agreements  
19 reached during the parties' "meet and confer," StudiVZ responds as follows:

20 StudiVZ operates three groups of "social networking" websites aimed at  
21 German-speaking Europe, called "StudiVZ," "MeinVZ" and "SchuelerVZ." The  
22 specific names of the sites within each group vary slightly from country to country,  
23 because of the differences in language from country to country, but are each an  
24 interpretation of "Studi," "Mein" and "Schueler." The site with the largest number  
25 of users is StudiVZ. The site with the most traffic is SchülerVZ. StudiVZ's social  
26 networking sites are platforms that are made available to subscribers over the  
27 Internet to allow those subscribers to create their own unique personal profiles  
28 containing information about themselves, photographs of themselves, their families



1 and their friends, and other data. Users then typically share these data with friends  
2 and family who are also subscribers to the site, and with others on the site who have  
3 similar interests and backgrounds. All of StudiVZ's operations are located in  
4 Germany, and its single office and headquarters are in Berlin, Germany. The first of  
5 StudiVZ's sites, studivz.net, was formed in Berlin, Germany in 2005 by two young  
6 German citizens. Its target group was, and remains, university students in  
7 Germany, Austria and Switzerland. StudiVZ.net engaged in direct, person-to-  
8 person marketing on German university campuses to advertise itself and to seek  
9 subscribers. It has also engaged in marketing activities in Austria, Switzerland,  
10 France, Poland, Italy, Spain and Latin America. It has never at any time engaged in  
11 such marketing, or indeed any other type of marketing or advertising, in, or that is  
12 directed to, the United States in general or to California in particular. StudiVZ also  
13 has small French, Italian, Polish and Spanish social networking sites that target  
14 university students in French, Italian, Polish and Spanish-speaking countries.  
15 StudiVZ's French, Italian, Polish and Spanish social networking sites target neither  
16 the United States in general nor California in particular, and none of these sites  
17 markets or advertises in either the United States in general or California in  
18 particular. None of the StudiVZ-branded sites is available in English. Later,  
19 StudiVZ formed in Germany the social networking site "SchuelerVZ." This site, at  
20 schuelervz.net, targets pupils and teenagers before they begin attending a  
21 university, and focuses only on Germany, Austria and Switzerland. SchuelerVZ  
22 has also never engaged in any marketing or advertising in, or that is directed to,  
23 either the United States in general or California in particular. SchuelerVZ is also  
24 not available in English. In 2008, StudiVZ launched its third social networking  
25 site, "MeinVZ," at meinvz.net. MeinVZ is a social networking site for adults,  
26 including those who have graduated from a university. MeinVZ has also never  
27 engaged in any marketing or advertising in, or that is directed to, either the United  
28 States in general or California in particular. All but one of MeinVZ's sites are in

1 non-English languages. The one English language site was launched in February  
2 2008 and it represents less than 1% of MeinVZ's total user traffic. That site was  
3 created in order to provide a platform for users who speak different, non-English  
4 languages to network with each other using a secondary language that is commonly  
5 understood between them. Because English is the most commonly understood,  
6 non-native language in continental Europe, it serves as a "lingua franca" for people  
7 of diverse speech. The English-language site was not created to attract native  
8 English speakers, let alone Americans or Californians. The English used on the  
9 English-language version of MeinVZ is British English, not American English, and  
10 the consultant who was hired to translate MeinVZ's German site into English is a  
11 British citizen living in Berlin. As to all of the StudiVZ sites, the users initiate the  
12 contact with the sites, and the users sign up on the sites. As noted above, the only  
13 targeted solicitation undertaken by StudiVZ was on university campuses in  
14 Germany, Austria and Switzerland for studivz.net, and the only marketing activities  
15 occurred in Germany, Austria, Switzerland, France, Poland, Italy, Spain and Latin  
16 America. All of StudiVZ's sites are provided free of charge to the users. All of the  
17 sites are utilized by the subscribers, in the manner described above, solely as a  
18 conduit for the subscribers to interact and to network with each other.

19 StudiVZ is currently in the process of closing down all of its international,  
20 i.e., non-German speaking country, websites and expects that process to be  
21 completed soon.

22  
23 **SPECIAL INTERROGATORY NO. 14:**

24 IDENTIFY ALL USERS OF FACEBOOK employed by OR formerly  
25 employed by YOU, including without limitation, any PERSONS who are OR were  
26 full-time or part-time employees, independent contractors or agents of YOU, AND  
27 their respective email addresses.  
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

2 StudiVZ hereby incorporates by reference the general objections set forth  
3 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
8 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
9 to this interrogatory on the grounds that it is unlimited as to time, and is so  
10 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
11 this interrogatory on the grounds that it seeks information that is not relevant nor  
12 reasonably calculated to lead to the discovery of admissible evidence.

13  
14 **SPECIAL INTERROGATORY NO. 15:**

15 IDENTIFY ALL PERSONS responsible in any manner for the design,  
16 programming and maintenance of the www.studivz.net website, including without  
17 limitation the location of the PERSON, job descriptions, authorities, dates in these  
18 positions, duties, AND responsibilities.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

20 StudiVZ hereby incorporates by reference the general objections set forth  
21 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
22 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
23 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
24 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
25 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
26 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
27 burdensome and harassing. StudiVZ further objects to this interrogatory on the  
28 grounds that it seeks information that is not relevant nor reasonably calculated to

1 lead to the discovery of admissible evidence.

2 Notwithstanding the foregoing objections, and pursuant to agreements  
3 reached during the parties' "meet and confer," StudiVZ responds as follows:

4 StudiVZ is concurrently producing to Facebook two partial organizational  
5 charts, showing the employees who were the heads of the company departments in  
6 charge of design, programming, operations and marketing as of July 18, 2008 and  
7 January 1, 2009. Those charts are attached hereto and incorporated herein as  
8 Exhibit "A."

9  
10 **SPECIAL INTERROGATORY NO. 16:**

11 IDENTIFY ALL PERSONS responsible in any manner for the design,  
12 programming and maintenance of the www.studivz.net website, the  
13 www.meinvz.net website, the www.studiqg.fr website, the www.studiln.it website,  
14 the www.estudiln.net website, the www.studentix.pl website AND the  
15 www.schuelervz.net website, including without limitation, the location of the  
16 PERSON, job descriptions, authorities, dates in these positions, duties, AND  
17 responsibilities.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

19 StudiVZ hereby incorporates by reference the general objections set forth  
20 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
23 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
24 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
25 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
26 burdensome and harassing. StudiVZ further objects to this interrogatory on the  
27 grounds that it seeks information that is not relevant nor reasonably calculated to  
28 lead to the discovery of admissible evidence.

1 Notwithstanding the foregoing objections, and pursuant to agreements  
2 reached during the parties' "meet and confer," StudiVZ responds as follows:

3 StudiVZ is concurrently producing to Facebook two partial organizational  
4 charts, showing the employees who were the heads of the company departments in  
5 charge of design, programming, operations and marketing as of July 18, 2008 and  
6 January 1, 2009. Those charts are attached hereto and incorporated herein as  
7 Exhibit "A."

8  
9 **SPECIAL INTERROGATORY NO. 17:**

10 IDENTIFY current AND former directors, officers, employees, AND agents  
11 of STUDIVZ, including without limitation, dates in these positions, duties, job  
12 descriptions, authorities, AND responsibilities.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

14 StudiVZ hereby incorporates by reference the general objections set forth  
15 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
16 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
17 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
18 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
19 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
20 grounds that the definition of "STUDIVZ" is grossly overbroad. StudiVZ further  
21 objects to this interrogatory on the grounds that it is unlimited as to time, and is so  
22 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
23 this interrogatory on the grounds that it seeks information that is not relevant nor  
24 reasonably calculated to lead to the discovery of admissible evidence.

25 Notwithstanding the foregoing objections, and pursuant to agreements  
26 reached during the parties' "meet and confer," StudiVZ responds as follows:

27 StudiVZ is concurrently producing to Facebook two partial organizational  
28 charts, showing the employees who were the heads of the company departments in

1 charge of design, programming, operations and marketing as of July 18, 2008 and  
2 January 1, 2009. Those charts are attached hereto and incorporated herein as  
3 Exhibit "A." In addition, the current directors of StudiVZ are as follows: the  
4 Managing Directors are Clemens Riedl, Michael Brehm and Dennis Bemmann, and  
5 the Non-Executive Directors are Konstantin Urban, Michael Weber and Claas van  
6 Delden.

7  
8 **SPECIAL INTERROGATORY NO. 18:**

9 IDENTIFY ALL of YOUR advertising, promotions, AND marketing  
10 activities directed, at least in part, at California residents.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

12 StudiVZ hereby incorporates by reference the general objections set forth  
13 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
14 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
15 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
16 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
17 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
18 grounds that the definition of "YOUR" is grossly overbroad. StudiVZ further  
19 objects to this interrogatory on the grounds that it is unlimited as to time, and is so  
20 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
21 this interrogatory on the grounds that it seeks information that is not relevant nor  
22 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ  
23 further objects to this interrogatory on the grounds that it is not limited to activities  
24 that occurred within the authorized course and scope of StudiVZ's business.

25 Notwithstanding the foregoing objections, and pursuant to agreements  
26 reached during the parties' "meet and confer," StudiVZ responds as follows:

27 StudiVZ has never directed any advertisements or other marketing materials  
28 specifically to students, colleges or universities located in California or other people

1 who reside in California.

2  
3 **SPECIAL INTERROGATORY NO. 19:**

4 IDENTIFY ALL of YOUR business relationships with, OR financial  
5 interests in, businesses currently OR formerly incorporated, licensed, located,  
6 based, OR with facilities OR offices located in California, including without  
7 limitation, the nature of each relationship, the IDENTIFY of each business, AND  
8 whether each business is incorporated, licensed, located, based OR has facilities OR  
9 offices located in California.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

11 StudiVZ hereby incorporates by reference the general objections set forth  
12 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
13 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
14 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
15 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
16 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
17 grounds that the definition of "YOUR" is grossly overbroad. StudiVZ further  
18 objects to this interrogatory on the grounds that it is vague and ambiguous as to the  
19 term "business relationships." StudiVZ further objects to this interrogatory on the  
20 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
21 burdensome and harassing. StudiVZ further objects to this interrogatory on the  
22 grounds that it seeks information that is not relevant nor reasonably calculated to  
23 lead to the discovery of admissible evidence. StudiVZ further objects to this  
24 interrogatory on the grounds that it is not limited to relationships or interests within  
25 the authorized course and scope of StudiVZ's business.

26 Notwithstanding the foregoing objections, and pursuant to agreements  
27 reached during the parties' "meet and confer," StudiVZ responds as follows:

28 StudiVZ did not own, as of July 18, 2008, any California resident companies

1 or businesses.

2  
3 **SPECIAL INTERROGATORY NO. 20:**

4 IDENTIFY ALL reasons why defending this lawsuit in California would  
5 burden YOU.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

7 StudiVZ hereby incorporates by reference the general objections set forth  
8 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
9 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
10 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
11 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
12 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
13 grounds that the definition of "YOU" is grossly overbroad.

14 Notwithstanding the foregoing objections, and pursuant to agreements  
15 reached during the parties' "meet and confer," StudiVZ responds as follows:

16 StudiVZ is a U.K. limited liability company with its principal place of  
17 business in Germany. All of StudiVZ's operations are located in Germany, and its  
18 single office and headquarters are in Berlin, Germany. The first of the StudiVZ  
19 Websites, studivz.net, was formed in Berlin, Germany in 2005 by two young  
20 German citizens. Its target group was, and remains, university students in  
21 Germany, Austria and Switzerland. StudiVZ has never at any time engaged in any  
22 type of marketing or advertising in, or that is directed to, the United States or other  
23 English speaking countries in general or to California in particular. None of  
24 StudiVZ's websites target either users in the United States in general nor California  
25 in particular. None of the StudiVZ-branded websites is available in English.  
26 StudiVZ has also formed, in Germany, the social networking site "SchuelerVZ."  
27 This site, at schuelervz.net, targets pupils and teenagers before they begin attending  
28 a university, and focuses solely on Germany. SchuelerVZ has also never engaged



1 in any marketing or advertising in, or that is directed to, either the United States in  
2 general or California in particular. SchuelerVZ is also not available in English.

3 In 2008, StudiVZ launched its third social networking site, MeinVZ, at  
4 meinvz.net. MeinVZ is a social networking site for adults, including those who  
5 have graduated from a university. MeinVZ has also never engaged in  
6 any marketing or advertising in, or that is directed to, either the United States in  
7 general or California in particular. All but one of MeinVZ's sites are in non-  
8 English languages. The one English language site was launched in February 2008  
9 and represents less than 1% of MeinVZ's total user traffic. That site was created in  
10 order to provide a platform for users who speak *different, non-English* languages to  
11 network with each other using a secondary language that is commonly understood  
12 between them. Because English is the most commonly understood, non-native  
13 language in continental Europe, it serves as a "lingua franca" for people of diverse  
14 speech. The English-language site was not created to attract native English  
15 speakers, let alone Americans or Californians. The English used is British English,  
16 not American English, and the consultant who was hired to translate MeinVZ's  
17 German site into English is a British citizen living in Berlin.

18 Like most other internet sites on the "World Wide Web," the StudiVZ  
19 Websites may be accessed by California residents, just as they may be accessed by  
20 residents of Iceland, New Zealand or Japan. But the sites are not directed at or  
21 marketed to the United States, let alone California.

22 As of October 22, 2008, there were a total of 11,768,965 current users of all  
23 of the StudiVZ Websites. Only 11,013 of those users, or *less than a tenth of one*  
24 *percent* (0.094%) have identified themselves as being affiliated with California or a  
25 California-located university. Specifically, out of the 5,534,300 registered users of  
26 the StudiVZ- branded sites, only 9,144 – 0.1652% – have identified themselves as  
27 affiliated with universities located in California. Out of the 4,443,708 registered  
28 users of the SchuelerVZ-branded sites, only 122 – 0.0027% – identify themselves

1 as being located in California. Out of the 1,790,957 registered users of the  
2 MeinVZ-branded sites, only 1,747 – 0.098% – identify themselves as being located  
3 in California.

4 StudiVZ does not direct its activities to California residents. It is not  
5 registered or qualified to do business in California. It does not have any officers,  
6 directors, employees or independent contractors based in California. It does not  
7 have a California agent for service of process.

8 StudiVZ has a single office in Berlin, Germany. It has no offices or facilities  
9 in California, nor does it have any telephone or facsimile listings or mailing  
10 addresses in California.

11 None of StudiVZ's officers, directors or employees reside or are domiciled in  
12 California. No meetings of its management board or equity holders have been held  
13 in California.

14 StudiVZ does not maintain any books or records in California. It has no  
15 bank accounts or other tangible personal or real property in California. It has no  
16 sales in California, has had no California income and has not paid any California  
17 income taxes.

18 Germany is an adequate, available alternative forum and, indeed, is a much  
19 better forum than California. Most obviously, all of the conduct allegedly engaged  
20 in by StudiVZ was engaged in from Germany, by German residents. Those actors  
21 communicated predominantly in German. German is their native language and the  
22 vast majority of the written documents related to this action are in German.

23 Facebook has known since June 2006 that German law recognizes and  
24 provides remedies for its claims. Facebook's German counsel researched the law  
25 applicable to Facebook's claims and then, on June 8, 2006, sent a demand letter in  
26 German asserting claims exclusively under German law to StudiVZ in Germany.  
27 Then, again, on January 3, 2007, Facebook's German lawyers sent another demand  
28 letter in German to StudiVZ in Germany, again raising claims exclusively under

1 German law.

2 Because those letters threatened litigation, including injunctive relief,  
3 StudiVZ filed "Schutzschriften" (precautionary defense/opposition briefs, evidence  
4 and offers of proof) in the district courts of Berlin and Hamburg on June 21, 2006  
5 in response to Facebook's June 8, 2006 demand letter, and on January 12, 2007 in  
6 the district courts of Berlin, Hamburg and Stuttgart in response to Facebook's  
7 January 3, 2007 demand letter. The "Schutzschriften" are essentially oppositions to  
8 potential/anticipated complaints and motions seeking injunctive relief, and include  
9 evidence, and offers of additional proof such as the testimony of specific witnesses.  
10 The Schutzschriften are only "triggered", however, if the plaintiff actually initiates  
11 actions in German court seeking such relief. Although Facebook did not initiate  
12 any such actions at the time, the Schutzschriften/oppositions to the motions that  
13 Facebook threatened to file were formally filed in court in Germany long ago.

14 The claims raised by Facebook's German lawyers in the June 8, 2006 and  
15 January 3, 2007 demand letters were raised pursuant to German law, but were based  
16 on the same facts that Facebook now alleges give rise to the claims raised in the  
17 instant lawsuit – that StudiVZ committed wrongs by copying the look and feel of  
18 Facebook's website.

19 After Ventures and Networks became equity holders in StudiVZ in August  
20 2006 and October 2007, Facebook sought to negotiate to purchase Ventures' and  
21 Networks' ownership interests in StudiVZ. Those negotiations took place in the  
22 Spring of 2008.

23 Just after those negotiations broke down, on July 9, 2008, Facebook wrote a  
24 demand letter to Networks and Ventures, threatening to sue based on the exact  
25 same types of claims that Facebook had raised in *Germany* in June 2006 and  
26 January 2007.

27 Because Germany is clearly the more appropriate forum for the resolutions of  
28 such disputes, on July 18, 2008, StudiVZ filed a declaratory relief action against

1 Facebook in Stuttgart, Germany (the "Stuttgart Action"). In the Stuttgart Action,  
2 StudiVZ seeks a declaratory judgment that it has not engaged in the wrongful  
3 conduct alleged by Facebook in its three prior demand letters. On that same day,  
4 Facebook filed the present action, alleging the same claims that it asserted in June  
5 2006, January 2007 and July 2008.

6 Germany is the principal if not exclusive location of the acts alleged by  
7 Facebook in its complaint. The conduct allegedly engaged in by StudizVZ is  
8 alleged to have taken place in Germany and Europe. Facebook affirmatively  
9 alleges that the harm it has supposedly suffered has been suffered in Germany and  
10 other parts of Europe. All of the people who could have possibly engaged in the  
11 conduct alleged by Facebook are located in Germany. Those witnesses speak  
12 German as their native language. Most would require translators to testify in a  
13 United States legal proceeding. Nearly all of the documents related to the claims  
14 alleged by Facebook are located in Germany. The vast majority of those  
15 documents are written in the German language, thus requiring huge translation  
16 costs to be used in a United States legal proceeding.

17 Facebook has appeared in the Stuttgart Action. The first trial hearing in the  
18 German Action took place on December 16, 2008.

19 At the same time that Facebook filed its response in the Stuttgart Action, it  
20 also initiated its own, affirmative action against StudiVZ in Cologne, Germany (the  
21 "Cologne Action"). The complaint in the Cologne Action includes within it all of  
22 the facts alleged in this US action, plus additional facts related to Facebook's  
23 claims. Although the law cited is different than in this action (i.e., German law  
24 instead of U.S. law), the acts and injuries complained of are the same.

25 The Cologne action was expressly incorporated into Facebook's response in  
26 the Stuttgart action. Thus, there are now pending in Germany two separate actions  
27 that encompass within them everything that is alleged in the instant action, plus  
28 additional alleged facts and injuries. The German courts are fully empowered to

1 decide the issues alleged in those two German actions under German law and  
2 United States and California law. Given that 99% of the conduct alleged and harm  
3 allegedly suffered took place in Germany, that all of the alleged bad actors are  
4 residents of Germany, that all of the documents in the allegedly bad actor's  
5 possessions are located in Germany and are written in German, it makes much more  
6 sense and would be much more convenient for everyone involved to have all issues  
7 in dispute litigated in Germany than in California or the United States.

8 It is also the case that personal jurisdiction cannot be maintained over  
9 StudiVZ (and the other defendants) in the United States, whereas there is no dispute  
10 that all parties are subject to personal jurisdiction in Germany.

11 Finally, the parties should not be forced to litigate the exact same dispute and  
12 issues in two different, parallel proceedings at the same time. It is terribly  
13 inefficient and expensive, wastes judicial resources, and leads to the distinct  
14 possibility of conflicting orders, judgments, etc. StudiVZ must retain two sets of  
15 lawyers -- one in the United States and one in Germany. It must pay for the  
16 translation of all its documents, either by literally translating them or by spending a  
17 tremendous amount of billable time explaining what each document means to its  
18 American, non-German-speaking counsel. The depositions of the defense  
19 witnesses will all take place in Germany, necessitating huge amounts of travel  
20 expenses and travel time billed by the lawyers. The depositions will take longer  
21 than would otherwise be necessary because of the need for interpreters whenever  
22 the witness is unable to testify in English, which will be the case to varying degrees  
23 for each defense witness. As to every relevant consideration, this U.S. action is by  
24 far the more inconvenient forum.

25  
26 **SPECIAL INTERROGATORY NO. 21:**

27 IDENTIFY the ownership of STUDIVZ, including without limitation,  
28 PERSON'S names, amounts they contributed OR invested, AND their percent

ownership OR control (including without limitation, Capital Contributions, Percent Interest, Equity Units, Non-equity Units, Voting Units) on a by-PERSON basis.

**RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

StudiVZ hereby incorporates by reference the general objections set forth above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff is not entitled to take discovery on personal jurisdiction as a matter of right. In order to do so, Facebook must either make a *prima facie* showing of jurisdiction over StudiVZ, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. StudiVZ further objects to this interrogatory on the grounds that the definition of "STUDIVZ" is grossly overbroad.

Notwithstanding the foregoing objections, and pursuant to agreements reached during the parties' "meet and confer," StudiVZ responds as follows:

Holtzbrinck Networks GmbH ("Networks") and Holtzbrinck Ventures GmbH ("Ventures") own respectively 85% and 15% of StudiVZ.

**SPECIAL INTERROGATORY NO. 22:**

IDENTIFY the location of YOUR offices, facilities, server/equipment locations.

**RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

StudiVZ hereby incorporates by reference the general objections set forth above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff is not entitled to take discovery on personal jurisdiction as a matter of right. In order to do so, Facebook must either make a *prima facie* showing of jurisdiction over StudiVZ, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. StudiVZ further objects to this interrogatory on the grounds that the definition of "YOUR" is grossly overbroad.

Notwithstanding the foregoing objections, and pursuant to agreements reached during the parties' "meet and confer," StudiVZ responds as follows:

1 StudiVZ's offices are in Berlin, Germany. It is a United Kingdom limited  
2 liability company and therefore maintains an office address in the United Kingdom.  
3 But that U.K. office has nothing to do with the operations of the company.  
4 StudiVZ's servers and equipment are located primarily in Berlin, Germany, but  
5 some are also in other cities in Germany.

6  
7 **SPECIAL INTERROGATORY NO. 23:**

8 IDENTIFY ALL universities, colleges AND institutes of higher learning  
9 located in California at which STUDIVZ provides OR provided services including  
10 without imitation, access to the [www.studivz.net](http://www.studivz.net) website, the [www.meinvz.net](http://www.meinvz.net)  
11 website, the [www.studiqq.fr](http://www.studiqq.fr) website, the [www.studiln.it](http://www.studiln.it) website, the  
12 [www.estudiln.net](http://www.estudiln.net) website, the [www.studentix.pl](http://www.studentix.pl) website AND the  
13 [www.schuelervz.net](http://www.schuelervz.net) website, including without limitation University of California  
14 (all campuses), California State University (all campuses), as well as the USERS  
15 OF STUDIVZ using email domains (e.g., [name@stanford.edu](mailto:name@stanford.edu)) from those  
16 universities, colleges, high schools AND institutes of higher learning.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

18 StudiVZ hereby incorporates by reference the general objections set forth  
19 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
20 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
21 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
22 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
23 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
24 grounds that the definition of "STUDIVZ" is grossly overbroad. StudiVZ further  
25 objects to this interrogatory on the grounds that it is compound and exceeds  
26 Facebook's 30 allowed interrogatories. StudiVZ further objects to this  
27 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
28 be unduly burdensome and harassing. StudiVZ further objects to this interrogatory

1 on the grounds that it seeks information that is not relevant nor reasonably  
2 calculated to lead to the discovery of admissible evidence. StudiVZ further objects  
3 to the interrogatory on the grounds that it infringes upon the users' privacy rights.

4 Notwithstanding the foregoing objections, and pursuant to agreements  
5 reached during the parties' "meet and confer," StudiVZ responds as follows:

6 StudiVZ's websites are accessible from any and all colleges, universities and  
7 institutions of higher learning that provide internet access all over the world,  
8 including California. But StudiVZ does not specifically target its activities at  
9 colleges, universities or institutes of higher learning in California.

10 DATED: December 24, 2008

GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP

11 By:   
12  
13

14 STEPHEN S. SMITH  
15 WILLIAM M. WALKER  
16 Attorneys for Defendants StudiVZ  
17 Ltd., Holtzbrinck Networks GmbH,  
18 and Holtzbrinck Ventures GmbH  
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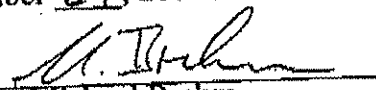
VERIFICATION

I, Michael Brehm, declare as follows:

I have read the foregoing "STUDIVZ LTD.'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES" and know the contents therein. I am the Chief Operating Officer of StudiVZ, Ltd. The matters stated therein are either true of my own knowledge or I am informed and believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Berlin, Germany on December 24, 2008.

  
Michael Brehm

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

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**PROOF OF SERVICE**  
CCP §1011, CCP §1013a(3)

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067-4590.

On December 24, 2008, I served the foregoing document described as **STUDIVZ LTD.'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES** on the interested parties in this action

☒ by placing ☒ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

Thomas Gray, Esq. (**ORIGINAL**)  
Orrick, Herrington & Sutcliffe LLP  
4 Park Plaza, Suite 1600  
Irvine, CA 92614-2558

Attorneys for Plaintiff Facebook, Inc.

Gary E. Weiss, Esq. (**COPY**)  
gweiss@orrick.com  
Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, CA 94025

**BOTH BY E-MAIL AND U.S. MAIL:**

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. A true and correct copy of the document was also e-mailed to Thomas Gray, Esq., tgray@orrick.com, and to Gary E. Weiss, Esq. at gweiss@orrick.com.

Executed on December 24, 2008, at Los Angeles, California.

**BY PERSONAL SERVICE:**

☐ I delivered such envelope by hand to the offices of the addressee.

Executed on \_\_\_\_\_, at Los Angeles, California.

☒ (Fed) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

\_\_\_\_\_  
Nancy L. Luis

  
SIGNATURE

**PROOF OF SERVICE**